

Contract no. 674

AGREEMENT

Made this 20th day of March , 1990, by and between the TOWNSHIP OF HOLLAND, IN THE COUNTY OF HUNTERDON, New Jersey, hereinafter referred to as the "Employer",

-AND-

TEAMSTERS LOCAL UNION 773 OF ALLENTOWN, PENNSYLVANIA, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

WHEREAS the Employer and Union have negotiated and reached agreement as to all bargainable issues,

NOW THEREFORE it is agreed between Employer and Union as follows:

ARTICLE I. RECOGNITION

Pursuant to an election held under the auspices of the New Jersey Public Employment Relations Commission, the Union has been determined to be the exclusive and sole representative for collective negotiation for all employees included in the bargaining unit determined by the Public Employment Relations Commission being all hourly paid employees of the Road Department, including equipment operators and truck drivers-equipment operators, excluding all supervisors under the Act, clerical employees, seasonal employees, police, craft employees, confidential employees and managerial employees.

ARTICLE IV. GRIEVANCE PROCEDURE

All grievances between the parties regarding the interpretation, application or violation of policies, agreements, and administrative decisions affecting employees shall be settled in accordance with the grievance procedure set forth in this Agreement and there shall be no strikes or cessation of work by the employees or lockouts by the Employer during the term of this Agreement.

The parties to this Agreement confirm that an orderly and expeditious resolution of grievances is desirable. Accordingly, grievances shall be resolved under the following three (3) step process:

STEP 1:

The employee initiating the alleged grievance shall present the grievance in writing and on a form provided by the Employer to his immediate supervisor within five (5) days after its occurrence.

The first level supervisor shall make a written reply to the grievance within five (5) days after its initial presentation.

STEP 2:

If the action in Step 1 above fails to resolve the grievance to the satisfaction of the person or persons submitting the grievance, he/they shall, within five (5) days of the supervisor's written reply refer it in writing to the Township Committee member in charge of the Road Department.

The Township Committee member in charge of the Road Department shall make a written reply to the grievance within ten (10) days after the presentation of the grievance to him/her.

STEP 3:

If the action in Step 2 above fails to resolve the matter to the satisfaction of the person or persons submitting the grievance, he/they shall, within five (5) days of the written reply from the appropriate Township Committee member, make a written referral of the grievance in writing to the Township Committee.

The Township Committee shall make a written reply to the grievance within three (3) weeks from the date of submission.

STEP 4:

This Step 4 shall apply only if the grievance is by or on behalf of an employee included in the bargaining unit who has, by action of Employer, been discharged from the Employer's employment or suspended without pay for a period of over three (3) days, and which involves a complaint about such discharge or suspension. Step 4 shall not apply to any other type of grievance (even if, for example, the grievance involves a lesser suspension). Where Step 4 is applicable the following shall pertain:

If the action in step 3 above fails to resolve the matter to the satisfaction of the person or persons submitting the grievance, he/they shall, within five (5) days of the written reply from the Township Committee, invoke arbitration of the grievance by delivering to the N. J. Public Employment Relations Commission a written request that said Commission furnish names of arbitrators to the parties, and after such names are submitted, the grievant and Employer shall select their choice of arbitrator in accordance with the rules and regulations of said Commission.

Thereafter the grievance shall be arbitrated by the selected arbitrator, whose decision, subject only to lawful rights of appeal, shall be final and binding on the parties. The arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement, and shall confine his decision to the interpretation of this Agreement as relevant to the merits of the grievance. He shall confine himself to the precise issue(s) of the grievance and shall have no authority to determine any other issues not presented, except as they may be necessary to a determination of the issue(s) of the grievance which have been submitted to arbitration. The decision of the arbitrator shall be in writing, shall be submitted to the grievant and the Employer, and shall describe the basis for the arbitrator's decision and the evidence relied upon. The fees and expenses of the arbitration shall be borne equally by the grievant and the Employer.

Failure of the grievant to adhere to the time limits set forth herein, absent good cause shown, shall be deemed a waiver which shall prevent further processing of the grievance.

ARTICLE V. SENIORITY

Seniority is based on length of continuous service the employee has with the Employer. Seniority shall be accumulated during absence due to illness, lay off, or leave of absence as long as such seniority is not terminated in accordance with other provisions of this agreement.

In all cases of lay offs, rehiring and awarding job bids, seniority shall govern with due consideration for ability to per-

form the particular job. Employees last hired shall be the first laid off, provided those employees remaining are capable of performing the available work. When the Employer rehires any employees, employees on lay off shall be rehired in reverse order in which they were laid off after such jobs are posted for bid, provided such employees are capable of performing the available work.

Although the Union recognizes that the employee with the greatest seniority bidding for such job may not be capable of performing such job, the Employer agrees that it will give the employee with the greatest seniority bidding for such job if capable of performing such job, first consideration for same. However, the determination of the qualifications of any job shall rest with the Employer, subject to the grievance procedure in this Agreement.

The Employer shall supply the Union with a seniority list of all employees setting forth the date of hire of such employees. This list shall be maintained by the Employer and brought up to date annually. The Employer shall also supply the Union with a complete list of names, addresses and dates of employment of employees presently laid off, discharged, hired, or rehired.

Seniority shall be broken for any of the following reasons:

1. An employee quits or resigns.
2. An employee is discharged.
3. An employee is laid off for a period of longer than eighteen (18) consecutive months, unless he is off sick due to injury on the job. In such event such lay off shall be for a period of thirty-six (36) months.

A regular employee on lay off has the right to turn down any temporary employment, but must promptly return to and accept a permanent job.

ARTICLE VI. PROBATIONARY EMPLOYEES

All new employees shall be considered probationary employees for a period of six (6) months from the beginning of employment, during which time they shall have no seniority and no rights to any fringe benefits or holiday pay, except for hospitalization and medical insurance coverage as provided for under Article XIII. They shall otherwise enjoy and be bound by other provisions of this Agreement. If such employee is retained beyond the six (6) months probationary period from the beginning of employment, he shall immediately thereafter be entitled to the fringe benefits and pay of a regular employee and his seniority shall commence as of the date of his original employment; however, his status as a regular employee shall be subject to confirmation by vote of the Township Committee.

ARTICLE VII. WAGES

A schedule of wage rates effective beginning as of January 1, 1990 for the period from January 1, 1990 to December 31, 1992 is attached hereto as Appendix A and made a part hereof. The parties agree that the schedule of wages set forth in Appendix A shall be the schedule which shall remain in force for the period just stated.

ARTICLE VII. HOURS OF WORK AND DIRECTION OVER WORK

The normal work week for all employees covered by this Agreement is forty (40) hours, Monday through Friday.

Time and one-half (1 1/2) will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in any one week. Double time will be paid for all hours worked on Sunday. There will be no pyramiding of overtime payments under this Agreement.

No employee shall be justified or warranted without valid reason to refuse to work overtime on any day when required by the Employer, or its representative, to do so. Any employee shall be given a one-half (1/2) hour paid lunch period for every four (4) hours worked after eight (8) hours in any work day.

Any employee unable to work on account of illness or for any other justifiable reason shall notify the Employer not later than 24 hours prior to the beginning of the shift from which he will be absent, unless prevented from doing so by emergency. It is recognized that the functions and services performed by employees require the prompt and regular attendance at work of each employee; where circumstances make either punctuality or attendance impossible, every effort must be made by the Employee to notify Employer of the deviation from schedule, at the earliest possible moment.

Subject to the terms and provisions hereof, it is recognized that the supervision and control of all operations and the direction of all employees are vested solely in the Employer. It is agreed that there is reserved to the Employer sole jurisdiction

over matters of policy, and that Employer retains the right, subject only to the limitations imposed by the language of this Agreement and applicable laws and regulations, (a) to direct employees of Employer, including the right to require any employee to perform any duties in the service of Employer and not merely those which he/she customarily has performed, (b) to hire, promote, transfer, assign, and retain employees in positions, to appoint temporary supervisors who may include an employee covered by this Agreement, to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or other reason, (d) to maintain the efficiency of municipal operations, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE IX. HOLIDAYS

It is agreed that the following days shall be observed as holidays with full pay for employees:

New Year's Day	Veteran's Day
President's Day	Election Day
Memorial Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
July 4th	Day Before Christmas
Labor Day	Christmas Day

If an employee performs no work on one of the said holidays, said employee shall be paid for that day at his regular hourly

rate, excluding overtime or any other premium pay. If an employee works on one of the said holidays he shall be paid for such work at the rate of two and one-half (2 1/2) times the regular wage rate, but shall not receive the above holiday pay for the time for which he is to be paid the 2 1/2 times regular wage rate. In order to receive holiday pay, an employee must work the regularly scheduled work day preceding said holiday and the regularly scheduled work day following said holiday, unless excused therefrom by his immediate supervisor. Failure to work either the day preceding or the day following a holiday, without being excused by his supervisors, forfeits holiday pay.

ARTICLE X. BEREAVEMENT

An employee shall be given leave of absence with pay, at straight-time rates:

(a) Upon the death of his/her spouse or child, for five (5) consecutive work days, the last of which shall be taken not later than two (2) days after the day of the funeral;

(b) Upon the death of his/her parent, brother, sister, grandparent, father-in-law, or mother-in-law, for three (3) consecutive work days, the last of which shall be taken not later than the day of the funeral.

ARTICLE XI. VACATIONS

Employees employed with the Township after the first working day in January of any calendar year, but on or before the first working day of July in that year, are entitled, after completing three continuous months of employment, to five days vacation during

the calendar year they commence employment. Employees who commence employment after the first working day in July in a calendar year are not entitled to vacation during that calendar year. During each calendar year in which an employee's anniversary date of employment described below occurs, the employee shall be entitled to the number of days of vacation set opposite such anniversary date; provided that the employee has been continuously employed by the Township (except for any leave of absence approved by the Township Committee) during the time period counted, and provided further that this entitlement shall not arise, in the year in which the first anniversary occurs, until the employee has been employed for three continuous months:

<u>Anniversary of Employment</u>	<u>Vacation Days During Calendar Year</u>
1st through 7th	10 days
8th through 14th	15 days
15th and over	20 days

Vacation days may be taken only after prior approval of the Road Superintendent, or in his absence, by the Township Committee member having responsibility for the Road Department.

If, during a calendar year any person terminates employment or his/her employment is terminated, he/she shall have already taken more vacation days for that calendar year than a proportion (rounded to the nearest full day) of such person's full entitlement for the calendar year which corresponds to the proportion of days in the calendar year elapsed prior to termination to the total number of days in the calendar year, there shall be deducted from

the terminating employee's final pay check or checks, an amount equivalent to the pay the employee would normally receive for a day's work times the number of vacation days already taken for the calendar year in excess of the foregoing proportion.

The above vacations shall apply to all employees employed a total of full-time in one or more capacities, but not to part-time or seasonal employees. Employment, as referred to herein, means employment with the Township, and is deemed to commence when an employee first reports for work.

Vacation pay shall be at the employee's straight time hourly rate.

Employees shall select their vacation period in order of their seniority during the approved vacation period posted by the Employer. Employees shall be required to take time off for their vacation. In the event extenuating circumstances justify the Township request that an employee return to work during his vacation period, approval must be received from the employee, except in the case of emergency, in which event the employee must return to work. Such employee who so returns to work from his vacation shall be paid his regular hourly rate of pay for such vacation that he so worked. Such employee shall be given another vacation period with pay as the Employer's schedule permits, or the employee may elect to take his vacation pay in lieu of additional days off.

Employees may take vacation in units of at least one week, subject to giving at least 48 hours prior notice of request, and further subject to approval of such request by the Road Superinten-

dent. Unused vacation days may not be accumulated from one calendar year to another.

If a holiday occurs during an employee's vacation period, such employee shall get an additional day off with pay at a time mutually agreeable between Employer and Employee.

Lay offs or absence due to illness not exceeding ninety (90) days shall not limit or abridge the employee's right to full vacation with pay.

ARTICLE XII. SAFETY AND WELFARE

Employer, in accordance with its established practice, shall continue to install and furnish safety devices and equipment for the protection of the lives and health of its employees.

Safety devices and equipment required by State, Federal, or local agencies, or by any governmental rule or regulation, shall be furnished to the affected employees by Employer, without cost.

Employees shall be required to utilize all safety apparel and equipment and protective devices in the prescribed manner and shall cooperate to the best of their ability in the prevention of accidents.

All safety and health regulations promulgated by Employer shall be observed strictly by the Employees and the regulations and safety codes promulgated by Federal, State and local governmental agencies, in the interest of protecting the safety and health of employees, shall be strictly observed by the Employer and by the employees so far as they relate to the operations of the Township. Employer will furnish, and replace as reasonably required, hard

hats, goggles, gloves and foul weather gear. Employer will also furnish two (2) pairs of coveralls per year per employee and one (1) pair of shoes.

ARTICLE XIII. HEALTH AND WELFARE

The Employer agrees to pay for hospitalization and medical insurance coverage for all of its employees (including probationary employees), their spouses and their unmarried dependent children under age 19, except such coverage shall not apply to temporary, part-time or seasonal employees or their spouses or children. Said program shall be Blue Cross and Blue Shield 100 and Major Medical Plan. Employer agrees to make immediate application for such coverage which shall become effective on the date of approval of the Employer's application by the aforesaid health care insurance provider. Employer's obligation to pay for such coverage shall commence as of the effective date of the coverage. Employees shall cooperate in completing such forms and furnishing such information as is requested by such health care insurance provider.

The Employer agrees to pay for prescription drug coverage for all of its employees and their eligible dependents, except such coverage shall not apply to probationary, temporary, part-time or seasonal employees or their dependents. Such coverage shall provide payment for covered prescription drugs with a \$1.00 deductible per each covered drug. Employer agrees to make immediate application for such coverage which shall become effective on the date of approval of the Employer's application by the prescription insurance provider. Employer's obligation to pay for such coverage

shall commence as of the effective date of the coverage. Employees shall cooperate in completing such forms and furnishing such information as is requested by such prescription insurance provider.

Permanent employees on approved sick and accident leave shall be covered by the hospital and medical program for a period of one year of such leave. However, if any employee is on leave of absence due to an injury received on the job, he shall be covered by said hospitalization and medical program for a period of two (2) years of such leave.

If requested by the Employer, an employee shall submit to an annual physical examination to be conducted at the expense of Employer. The examining physician shall be designated by the Employer and the results of said examination shall be made available to the Employer and the employee.

ARTICLE XIV. ABSENCES

1. Absence Due to Personal Illness or Disability.

(a) The rules which follow in this section apply to payment of wages during periods of illness or disability, for regular, full-time permanent employees. Temporary or part-time employees are not entitled to compensation for such absences.

(b) Hourly employees shall be entitled to ten (10) days of sick leave with full pay per year. The Employer reserves the right to require a doctor's certification that the employee was sick as a condition to allowing such sick leave pay.

(c) Each full-time employee shall receive additional sick leave in the amount of three (3) days for each year of service under the following circumstances:

Hospitalization or major illness, recuperations, which require the employee to miss more than ten (10) consecutive working days. The added sick leave shall apply only to those days over and above the ten (10) consecutive work days missed due to hospitalization or recuperation. A doctor's certification will be required to establish eligibility.

In addition to the sick leave granted, for any single major illness or hospitalization which extends more than thirty (30) days, paid sick leave will be granted from the 31st day to the 182nd day. Proof of the eligibility for extended benefits will be required in the form of a Township physician's certificate.

2. Absences Due to Disability in the Performance of Duty.

(a) A full-time employee injured in the performance of his duties shall receive full wages during his absence due to such disability, and until his employment is terminated, except that when payment under Worker's Compensation is paid to the employee, the Township shall pay the employee the difference between the compensation payment and his full pay. No period of time for which an employee is being paid Worker's Compensation shall be counted against his allowable days of sick leave.

3. All absences due to illness or disability shall be reported immediately by or for the employee to his department head or the

Chairperson of the appropriate committee, or the Township Committee.

4. Proof of Illness or Disability.

(a) In all cases of reported illness or disability, the Township reserves the right to send a visiting nurse or the Township physician to investigate the report.

(b) When an absence due to illness or disability exceeds three (3) days the employee must submit a supporting statement from his attending physician. The Township reserves the right to have the employee examined by the Township physician before returning to duty.

5. A leave of absence without pay may be requested by any employee of the Township by submitting the reasons for the requested leave in writing to the Chairperson of the appropriate committee or the Township Committee. Such requests will require the approval of the Township Committee and will usually not exceed a six-month period.

ARTICLE XV. NON-DISCRIMINATION

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, sex, color, religious creed, or national origin. The use of male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees regardless of sex.

ARTICLE XVI. SUSPENSION OR DISCHARGE

The Employer has a right to discharge, suspend or discipline any employee, and the Road Supervisor has the right to suspend or discipline any employee, for any reason which is not illegal.

The Employer agrees that it will notify the Union in writing within seventy-two (72) hours after any suspension or discharge of any employee and the reasons therefor. Such written notice shall also be given to the employee who is suspended or discharged as well as the Union Steward. If any question or dispute arises regarding any suspension or discharge, the grieving employee must file a written grievance regarding same within five (5) days from the date of such suspension or discharge and a copy of such grievance must be given to the Employer. This grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement starting with Step 2.

ARTICLE XVII. SUPERVISORY PERSONNEL

Supervisors, as that term is defined in the Public Employee Relations Act, may be permitted to perform any work covered by this Agreement, in addition to their supervisory responsibilities.

ARTICLE XVIII. SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or cir-

cumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. Any masculine terms as used herein shall include the feminine and vice versa.

ARTICLE XIX. MILITARY CLAUSE

Employees enlisting in or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act, as amended, shall be granted all rights and privileges provided by the Act. Employer shall pay Blue Cross, Blue Shield, Major Medical, group life, accidental death and dismemberment of employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days in any calendar year, providing such absence affects his credits or coverage in connection with the benefits enumerated in this paragraph.

ARTICLE XX. UNION BULLETIN BOARDS AND INSPECTION PRIVILEGES

The Employer agrees to provide suitable space for the union Bulletin Board in each garage or place of work. Postings by the Union on such boards shall be confined to official business of the Union. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE XXI. JURY DUTY PAY

In the event that an employee loses all or part of his time on account of jury service, the Employer shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work. Employees shall notify the Employer within forty-eight (48) hours after they receive jury notice.

ARTICLE XXII. EMERGENCY CALL OUT

If an employee is called out to work in an emergency, on a separate occasion and not merely as a continuation of other work, beyond normal working hours, he shall be paid for at least three (3) hours even if the actual hours worked shall be less.

ARTICLE XXIII. EFFECTIVE DATE

This Agreement is made and entered into this _____ day of _____, 1990 and is effective as of January 1, 1990.

FOR THE UNION:
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

By Donald Tracy
James E. Stewart

FOR THE TOWNSHIP:
TOWNSHIP OF HOLLAND, IN THE
COUNTY OF HUNTERDON

By John B. Johnson

EXHIBIT A

During the period January 1, 1990 through December 31, 1992, wages of hourly-paid employees of the Road Department included in the bargaining unit shall be as specified in the columns labelled below for the periods of time.

Hourly Wages

	<u>1990</u>	<u>1991</u>	<u>1992</u>
1. Probationary employees, during probationary period	\$10.11	\$10.67	\$11.20
2. Non-probationary employees, during following periods of continuous employment with the Township:			
0 to 5 years	\$12.24	\$12.91	\$13.56
Over 5 to 10 years	\$12.62	\$13.31	\$13.98
Over 10 to 15 years	\$12.92	\$13.63	\$14.31
Over 15 years	\$13.24	\$13.97	\$14.67